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10 ASSOCIATION, INC.

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

THE AMERICAN AUTOMOBILE
ASSOCIATION, INC.,

Plaintiff,

v.

AAA TRANSMISSION, DAVID
RODRIGUEZ, and LILIAN RODRIGUEZ,
Defendants.

Civil Case No.: 3:11-cv-01365-EMC

**CONSENT ORDER OF
JUDGMENT**

WHEREAS, The American Automobile Association, Inc. ("AAA") has brought an action in this Court against AAA Transmission, David Rodriguez, and Lilian Rodriguez (the "Defendants") in which it has alleged that Defendants have knowingly and willfully violated AAA's rights in its famous and distinctive AAA trademarks ("AAA Marks"), in violation of the Federal Trademark Act ("Lanham Act"), 15 U.S.C. §§ 1114, 1125, and Arizona state law, by registering and using the business name AAA Transmission that incorporates the AAA Marks and by registering and using the domain name AAATRANSHAYWARD.COM (the "Infringing Uses");

WHEREAS, the Court has jurisdiction over this civil action by virtue of 28 U.S.C. §§ 1331, 1338, and 1367;

1 **WHEREAS**, AAA and Defendants have entered into a Confidential
2 Settlement Agreement to resolve any and all controversies and disputes between them
3 existing as of this date;

4 **WHEREAS**, pursuant to that Settlement Agreement, AAA has agreed to
5 dismiss its claims for damages, attorneys' fees and costs;

6 **WHEREAS**, pursuant to that Settlement Agreement, Defendants have
7 agreed and consented to entry by the Court of a permanent injunction restraining them
8 from violating AAA's trademark rights; and

9 **WHEREAS**, Defendants waive all defenses or counterclaims which they
10 might otherwise raise at a trial on the merits of AAA's demand for a temporary
11 restraining order, preliminary injunction, permanent injunction, and/or damages.

12 **NOW THEREFORE**, Defendants consent and agree that this Court
13 enter a judgment permanently enjoining them from unauthorized use of AAA's
14 trademarks, or of marks confusingly similar to any of them.

15 The Court does hereby, upon the consent of the parties, declare that a permanent
16 injunction issue herein as follows:

17 **IT IS ORDERED, ADJUDGED, AND DECREED:**

18 1. That Defendants, their agents, attorneys, representatives, employees, and
19 all persons in active concert or participation with them who receive notice hereof, are
20 hereby permanently enjoined from any unauthorized use of AAA's trademarks, or of
21 marks confusingly similar to any of them;

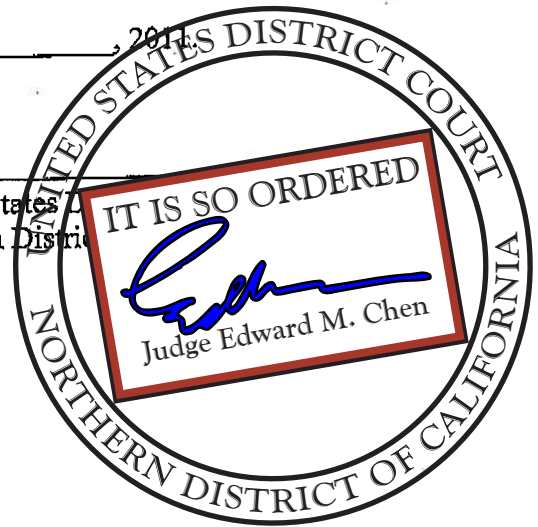
22 2. That Defendants shall transfer to AAA the domain name
23 AAATRANSHAYWARD.COM;

24 3. That each and every claim for damages, penalties, costs, and attorneys'
25 fees by AAA against Defendants, other than the permanent injunction granted herein, is
26 hereby dismissed with prejudice, except for such damages, penalties, costs, and/or
27 attorneys' fees which might result from any violation of this Order; and
28

1 4. That this case shall be closed, except that this Court shall retain
2 jurisdiction for the purpose of enforcing the Settlement Agreement and this Consent
3 Order of Judgment.

4 ENTERED this 27th day of June, 2011.

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7 United States
8 Northern District



9 BY CONSENT OF PLAINTIFF:

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